

PART V.
OF
THE LAND LAW (IRELAND) ACT, 1896.

RULES, FORMS, AND SCHEDULES
OF FEES

ISSUED BY THE
IRISH LAND COMMISSION,

16th day of March, 1897.

Presented to Parliament by Command of Her Majesty.



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RULES IN RELATION TO PROCEEDINGS UNDER
PART V. OF THE LAND LAW (IRELAND) ACT, 1896.

16th day of March, 1897.

It is ordered that the following Rules shall, from and after this date, and until further order, take effect and be in force in the Land Commission in relation to proceedings under Part V. of the Land Law (Ireland) Act, 1896.

Agreement
for sale by
landlord
to former
tenant.

1. Agreements for the sale and purchase of holdings entered into in pursuance of section 40 of the said Act, shall be in Form 1 in the Appendix hereto, with such variations as the Land Commission may from time to time direct; and shall, as regards preparation and lodgment, and the proceedings consequent thereon, be subject to the Rules for the time being in force in relation to ordinary sales by landlords to tenants under the Land Purchase Acts (and hereinafter referred to as "the Land Purchase Rules"), in so far as the same may be applicable. The parties to the agreement shall give such information as may be required by the Commissioner with respect to the former tenancy, and the occupation of the lands since its determination. If the vendor claims to be successor in title of the landlord, an affidavit by him shall be lodged, stating the particulars of his succession, unless evidence thereof be already before the Land Commission. If the former tenancy was a freehold, and the purchaser claims to be heir-at-law of the former tenant, evidence in proof of such heirship shall be lodged with the agreement; and if the former tenancy was a chattel interest, and the purchaser claims to be the personal representative of the former tenant, the original probate of the will, or letters of administration of the personal estate of the former tenant, shall be lodged with the agreement.

Applica-
tion to the
Land Com-
mission to
act as
mediators
with a
view to
reinstatement, or
purchase.

2. Applications to the Land Commission by the landlord or the former tenant of a holding, or by both jointly, to act as mediators with a view to the reinstatement of the tenant in the holding, or with a view to the purchase of the holding by the tenant shall be in Form 2 in the Appendix hereto, with such variations as the Land Commission may from time to time direct. The application shall be fairly and legibly written, and, unless it be a joint one, shall be verified by the affidavit of the applicant. If the landlord

be a party to the application an ordnance sheet with the holding marked thereon, and a certificate of the tenement valuation shall be lodged therewith. If an originating statement comprising the holding has been filed, the application shall be referred to the Commissioner to whom the proceedings under such originating statement stand referred for the time being, and in other cases shall be referred to such Commissioner or Commissioners, and in such rotation as the Land Commission may from time to time direct; provided that all applications relating to the estate of any one landlord shall be referred to the Commissioner to whom the first of such applications stands referred, and that an application may at any time be transferred from any one Commissioner to another on the fiat of the Judicial Commissioner.

3. If the application be not a joint one, the notice to be served upon the party not joining in the application may be served, either personally or at the residence of the party to be served or, if the Commissioner be satisfied as to the postal address of such party, may be transmitted by registered letter directed to him at such address. Together with such notice there shall be served a copy of the application. The person served shall have one month from the date of service, or such further time as may be specified in the notice, to object to the application.

Notice to party not joining in application.

4. If the application be a joint one, or if the party not joining in the application does not object to the application being treated as a joint one, the Commissioner shall give such notices, make such inquiries, require the production of such documents and other evidence, and require the attendance of, and examine such witnesses as may be necessary, and shall make such order on the application as he may think fit, and a copy of such order, with a form of consent to its provisions endorsed thereon, shall be transmitted by post to the landlord and the former tenant, or to their respective solicitors. The signatures of the landlord and former tenant to the consent shall be attested by a witness, who, in the case of the former tenant, must be a magistrate, a commissioner to administer oaths, or the former tenant's solicitor, and the consent, if signed, must be lodged in the Land Commission within fourteen days from the date of the transmission of the order, or within such further time as may be specified in the order.

Inquiries by and decision of the Land Commission; consent of the parties thereto.

5. When both parties have consented to the terms specified in the order, and the application is for reinstatement of the tenant, the Commissioner shall make a final order in accordance with the terms agreed upon; but, if the application be for purchase, the vendor shall lodge an originating statement as prescribed by the Land Purchase Rules (unless such statement be already lodged), and all further proceedings shall be in accordance with such rules so far as the same may be applicable.

Final order for reinstatement, and proceedings for purchase.

Entitling
of docu-
ments.

6. All affidavits, notices, and orders shall, if the application be with a view to reinstatement, be entitled "Court of the Irish Land Commission. In the matter of Section 47 of the Land Law (Ireland) Act, 1896, and of A.B. Landlord, C.D. Former Tenant [or heir-at-law or personal representative of former tenant as the case may be]," or, if the application be with a view to purchase, be entitled in the manner directed by the Land Purchase Rules.

Costs.

7. The costs of proceedings under Part V. of the Land Law (Ireland) Act, 1896, shall be taxed in accordance with the Schedule of Fees in the Appendix hereto.

Definitions.

8. In these Rules unless the context otherwise requires, the expression "landlord" shall mean the person who was the landlord of the holding at the time of the determination of the former tenancy, and shall include the successor in title of such landlord; the expressions "former tenant" and "tenant" shall, if the former tenancy was of a freehold tenure, include the heir-at-law of the former tenant, and in other cases shall include the personal representative of the former tenant; and other expressions shall have the meanings assigned to them by the Land Purchase Rules.

Signed,



E. T. BEWLEY.

S. J. LYNCH.

FREDK. WRENCH.

GERALD FITZGERALD.

APPENDIX

FORM 1.

AGREEMENT FOR SALE BETWEEN A VENDOR IN OCCUPATION AND
HIS FORMER TENANT.

COURT OF THE IRISH LAND COMMISSION.

Imposed or
Postage Stamp of
value of 6d.
If Postage stamp
be used the party
who first signs the
Agreement must
make his name or
initials and the date
across the stamp.

An Agreement made the ____ day of ____ 189 ____
between ____ of ____ (a) ____
the former Landlord but now the Occupant of the
lands described in the Schedule hereto, and herein-
after called the Vendor, and ____
of ____ (a) ____, the former Tenant of the

(a) If the Vendor
be the successor
in title of the
former Landlord,
or the Purchaser
be the personal
representative or
heir-at-law of
the former
Tenant, so insert.

said lands, and hereinafter called the Purchaser.

1. In case the Irish Land Commission shall advance the sum of
£ ____ Guaranteed Land Stock to the Purchaser for the purchase
of the said lands, the Vendor will sell and the Purchaser will purchase
the same in fee simple, ____

at the price of £ ____ which sum is to include all expenses
incidental to the purchase.

2. The balance of the purchase money is to be paid as follows:—

By a Cash Payment by the Purchaser of £ ____

By a Mortgage bearing £ ____ per cent. Interest, for £ ____

3. The Sale shall be carried out by means of a Vesting Order.

4. The lodgment of this Agreement with the Irish Land Commission
is to be deemed an application by the Purchaser for an advance pur-
suant to the 46th section of the "Land Law (Ireland) Act, 1896," to
be repaid as is by the Land Purchase Acts provided.

Receipt.

County of _____		Town of _____		Electoral Division of _____				
Reference to Map.	Deceased Survey extent of Townships with an adjacent town.	Area Properly Measured for portion of said Township to be sold.			General Valuation.			Source of Report for the valuation of property (for description referring to by the filing is as follows.)
					1	2	3	
					Not paid by Board of Supervisors of Township.			How or which Survey Property is located.
How the Survey Property was described.								

Signature of Vendor, _____

Postal Address, _____

Signature of Purchaser, _____

Postal Address, _____

Occupation or Description, _____

We, _____, the within-named Vendor, and
 _____, the within-named Purchaser, do
 severally make oath and say as follows:—

1. That the foregoing Agreement and the Schedule thereto are truly and accurately filled up, to the best of our knowledge, information and belief. That the said ("") _____ was Tenant to _____, the said ("") _____, as in the said Schedule is stated, from the year 18____, to the date of determination of the Tenancy stated in the said Schedule, and that such Tenancy determined in the manner in the said Schedule stated.

(a) Here insert the names of the Purchaser and Vendor, or their respective predecessors in title, as the case may be.

2. I, the said _____, the Vendor, for myself say that I am in exclusive occupation of the lands in the said Schedule described ("") _____

(b) If the Vendor is successor in Title of the former Landlord he should here so state.

3. I, the said _____, the Purchaser, for myself say that I have not obtained from or (except by this Agreement) applied to the Irish Land Commission for an advance of any sum for the purchase of any land ("") _____

(c) If the Purchaser has previously applied for any advance under "Act no. 10" giving the particulars. If the Purchaser is personal representative of the former Tenant, he should so state, and make an exhibit of the Letters of Administration or Probate.

Sworn before me by the said _____, the Vendor, this _____ day of _____ 189____ at _____

in the County of _____ and I know the Deponent.

Sworn before me by the said _____, the Purchaser, this _____ day of _____ 189____ at _____

in the County of _____ and I know the Deponent, the whole of the foregoing agreement and affidavit having been first read over by ("") _____ the Purchaser, who appeared perfectly to understand the same, and made A _____ mark thereto in my presence.

(d) If the Deponent be illiterate here insert "not so."

If the Purchaser wishes to be represented in the proceedings by a Solicitor, here insert the name and registered place of business of such Solicitor:—

Name, _____ Address, _____

The words in italics may be struck out unless the Deponent be a Merchant.

DIRECTIONS AS TO THE PREPARATION OF THE AGREEMENT AND AFFIDAVIT.

The Agreement and Affidavit must be neatly and accurately prepared, without any blanks, and all clauses not applicable to the case must be struck out, otherwise the agreement cannot be received.

When females are parties to the Agreement they must be described either as "spinster," "widow," or "wife of A.B."

The price and the advance must be in pounds only.

When it is intended that the Purchaser shall bear the costs of his Vesting Order the words "*which sum is to include all expenses incidental to the purchase*" should be struck out.

Clause 1. After "in fee simple" insert any rights of grazing, or turbary, or other rights, which are appurtenant to the holding and which are exercised over lands not included therein, e.g., "together with such right of grazing and cutting turf as has heretofore been exercised by the Purchaser upon the bog on the lands of *Blackacre* in the possession of the Vendor, and containing _____ statute measure or thereabouts; (or if the bog be tenanted) in the occupation of A.B." Here also insert any exceptions or reservations coming within sec. 31, sub-sec. 2, of the Land Law (Ireland) Act, 1896, or any superior interests which the Vendor and Purchaser propose that the sale shall be subject to.

If the advance is of the whole purchase money strike out clause 2.

In filling up the column headed "Tenure of Tenant before determination of Tenancy" state whether the Tenant held under Fee-farm Grant (giving date and parties), under Lease or agreement in writing (giving date, parties, and term), under a tenancy from year to year, or how otherwise. If the rent be a Judicial one, state on what date and how it was fixed.

The Agreement must be signed by both Vendor and Purchaser or by some person acting under power of attorney. An attorney should sign thus, "A.B. by C.D. acting under power of attorney," *Trustees or limited owners selling under the provisions of the "Settled Land Acts, 1882 to 1890," must themselves sign the Agreement.*

The person taking the affidavit should not be the Vendor, his agent or solicitor, or the Purchaser's solicitor.

FORM 2.

APPLICATION by the Landlord, or the former Tenant of a holding, or by both jointly, to the Land Commission to act as mediators with a view to the reinstatement of the Tenant in the holding, or with a view to the purchase of the holding by the Tenant.

Name of Landlord in full, _____

Postal address of Landlord, . . . { _____

Name of former Tenant in full, _____

If the former Tenant be dead, name in full of his heir-at-law, or personal representative, as the case may be. } _____

Postal address of the former Tenant or of his heir-at-law or personal representative, as the case may be. } _____

If the former tenancy was of a freehold tenure the name of the heir-at-law should be given describing him as such; if the tenancy was a chattel interest the name of the personal representative described as such should be given.

DESCRIPTION OF HOLDING.

County, _____ Barony, _____ Electoral Division, _____							
Ref. sent to Map.	Ordnance Survey Names of Townlands (each on a separate line).	Area Statute Measures, of the portion of each Townland.			Tenement Valuation.		
		A.	R.	P.	£	s.	d.

An Ordnance
Sheet with the
holding delineated
thereon and
a certificate of
the tenement
valuation should
be lodged if
possible.

State the yearly rent payable at the date
of the determination of Tenancy. } £ _____

Was the rent a judicial one, and if so,
on what date and how was it fixed,
or if the rent be not a judicial one,
for what period was it paid. } _____

State the tenure of the Tenant before
determination of Tenancy, viz. :—
whether under Fee-farm grant (giving
date and parties), under Lease or
Agreement in writing (giving date,
parties, and term), under a tenancy
from year to year or how otherwise. } _____

State the date at which former tenancy
determined. } _____

State how the former tenancy was
determined, and the amount of the
arrears of rent then due. } _____

State by whom and in what capacity the
holding has been occupied since the
determination of the tenancy and how
it has been used; and state particu-
larly by whom it is now occupied,
and whether it has been used or
occupied by the former Tenant in any
capacity since the determination of
the tenancy. } _____

State where the former Tenant has resided, and what occupation, if any, he has followed since the determination of the tenancy.

State whether he has adequate means to stock and work the holding so as to enable him if reinstated to punctually pay the rent or annuity, as the case may be.

State whether the application is that the Land Commission shall act as mediators with a view to the reinstatement of the Tenant in the holding, or with a view to the purchase of the holding by the Tenant.

If the former tenant be dead and the tenancy was of a freehold tenure the heir-at-law would be entitled to apply, but if the tenancy was a chattel interest the personal representative is the proper applicant.

State if the application is made by the Landlord, or by the former Tenant, or by the heir-at-law or the personal representative of the former Tenant, or jointly by the Landlord and the former Tenant or his heir-at-law or personal representative, as the case may be.

If the former Tenant be dead, state the date of his death.

Dated this _____ day of _____ 189____

Signed by the Landlord in presence of

Name, _____

Address, _____

Occupation, _____

Signature of Landlord,

Signed by the said _____

in presence of

Name, _____

Address, _____

Occupation, _____

Signature of former Tenant or his heir-at-law or personal representative, as the case may be,

AFFIDAVIT (which may be omitted if the Application be a joint one).

I, the above-named A B, make oath and say as follows:—I have read the foregoing Application. The statements therein contained are true in every particular to the best of my knowledge, information, and belief, and I have not knowingly withheld any material information concerning the matters dealt with in the said Application.

Sworn before me this _____ day of _____ 189 _____, at _____, in the County of _____, and I know the Deponent, the whole of the foregoing Application and Affidavit having been first read over by* _____ the Deponent, who appeared perfectly to understand the same, and made *h* _____ mark thereto in my presence.

* If the Deponent be illiterate, here insert "no te." The words in italics may be struck out unless the Deponent has a markman.

Name of Solicitor for the Landlord, _____

Address in Dublin, _____

Name of Solicitor for the former Tenant, _____

Address in Dublin, _____

SCHEDULE OF FEES.

Solicitor's fee for preparing and completing application under Form 2 to the Land Commission to act as mediators, including all scrivency and printing fees, attendances, and other business incident to the preparation, lodgment, and verification of the same, but exclusive of necessary outlay:—

	£	s	d.
Where the rent payable at the determination of the tenancy did not exceed £20,	1	0	0
Where it exceeded £20 but did not exceed £50,	2	0	0
Where the rent exceeded £50,	3	0	0

All other costs of proceedings in relation to business done under the provisions of Part V. of the Land Law (Ireland) Act, 1896, shall be taxed in accordance with the Schedule of Fees in the Appendix to the Land Purchase Rules, so far as the same are applicable.

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